DATA SHARING AGREEMENT relating to the program Strengthening EU-MAP data collection by developing Regional Work Plans for the Regional Coordination Groups (RCG) NANS&EA, Baltic and Large Pelagics, and Economics Issues – FISHN'CO

MARE/2020/08

This Data SharingAgreement (hereinafter referred to as "**the Data Sharing Agreement**") is dated 10/02/2023, hereinafter referred to as "the Effective Date" AMONG:

THIS DATA SHARING AGREEMENT IS MADE BETWEEN:

1. **Institut Français de Recherche pour l'Exploitation de la Mer** (IFREMER), whose administrative offices are at 1625 Route de Sainte Anne, Z.I. de la Pointe du Diable, 29280 Plouzané, France, represented by its Chief Executive Officer or his delegate, hereinafter referred to as the "**Ifremer**" or the "**Coordinator**",
2. **Centro tecnológico del Mar – Fundación CETMAR** (CETMAR)
3. **Eigen Vermogen van het Institut voor Landbouw en Visserijonderzoek** (EV ILVO)
4. **Marine Institute** (MI)
5. **Stitching Wageningen Research** (WR)
6. **Institut de Recherche pour le Développement** (IRD)
7. **Fundación AZTI - AZTI Fundazioa** (AZTI)
8. **Instituto Português do Mar e da Atmosfera** (IPMA)
9. **Agencia Estatal Consejo Superior de Investigaciones Científicas M.P.** (CSIC) (formerly Instituto Español de Oceanografía (IEO))
10. **Executive agency for fisheries and aquaculture** (EAFA)
11. **Nisea società cooperativa** (NISEA)
12. **Technical University of Denmark** (DTU)
13. **Luonnonvarakeskus** (Luke)

hereinafter, jointly or individually, referred to as the "**Partners**" or "**Partner**".

14. Thuenen Institute
15. Swedish University of Agricultural Sciences
16. Regional Directorate for Fisheries of Azores (PT)
17. Directorate General for Natural Resources, Safety and Maritime Services -DGRM (PT)
18. University of Klaipeda
19. Institute of Food Safety, Animal Health and Environment
20. Ministry of the Environment (Rep. Of Estonia)
21. Fisheries Service (under Ministry of Agriculture Lithuania)
22. National Marine Fisheries Research Institute (PL)
23. Spanish Ministry of Agriculture, Fisheries and Food
24. University of Tartu, Estonian Marine Institute

Hereinafter, jointly or individually, referred to as the "**Non-Partners**" or "**Non-Partner**".

Hereinafter, jointly or individually including the Partners and the Non-Partners, referred to as "**Parties**" or" **Party**".

Relating to the Action entitled "Strengthening EU-MAP data collection by developing Regional Work Plans for the Regional Coordination Groups (RCG) NANS&EA, Baltic and Large Pelagics, and Economics Issues"
Proposal acronym: Fishn'Co and hereinafter referred to as" **Project**"

WHEREAS:

(A) The Partners have all entered into the Consortium Agreement (as defined below) in relation to the Project.

(B) In order to carry out the Project, the Parties require to share the Data (as defined below).

(C) The Data (as defined below) is of a disaggregated and confidential nature and so the Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Grant Agreement (as defined in the Consortium Agreement) and the Consortium Agreement.

(D) The data required to design the sampling scheme under the Consortium Agreement are highly disaggregated and confidential.

In preparing the project proposal, all Parties have in principle agreed to provide access (where possible) to trip-level log-book, sales note data and sampling data with the caveat that these data will be anonymised, shared and used among Parties for the purpose of sampling design within the time scale of the Project.

For the avoidance of doubt, these Data will not be available for dissemination after completion of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Consortium Agreement including its annexes.

1.1 The following definitions will apply to this Data Sharing Agreement:

"Anonymised Data" means information that relates to individuals where it is not possible to identify individuals from that information, whether in isolation or in conjunction with any other information.

"Consortium Agreement" means the consortium agreement signed by the Partners. The Consortium Agreement is on **Annex 1**.

"Data" means all data shared by the Parties under this Data Sharing Agreement. Data comes from one or more of the following:

- anonymised trip-level landings information
- anonymised trip-level sales information
- anonymised catch sampling data
- anonymised PETS sampling data
- RV data on stomach sampling
- Small scale fisheries
- fleet summaries (no of vessels in fleet register)
- anonymised landings information (e.g monthly declarative forms) where available
- anonymised sales information
- recreational fisheries
- meta-data on recreational fisheries
- sampling of commercial fishing catches

"Non-Personal Data" means information that does not relate to people including information about organisations, resources, projects or information about people that has been aggregated to a level that is not about individuals.

2 Purpose

The Parties agree to share the Data according the terms and conditions of this Data Sharing Agreement.

This Data Sharing Agreement is supplementary to the Consortium Agreement. In the event of a conflict in the application or interpretation of terms set out in this Data Sharing Agreement and the Consortium Agreement, the terms of the Consortium Agreement shall take precedence and all Partners to this Data Sharing Agreement must ensure they comply with the Consortium Agreement.

3 Data Sharing

3.1 The Parties agree to share the Data.

3.2 The Parties undertake to only transfer Anonymised Data and Non-Personal Data under this Data Sharing Agreement.

3.3 The Parties can share the Data only between each other.

3.4 The Parties undertake that they will only use the Data in relation to the Project and for the purposes specified in Part 2 of the Schedule.

4 Security

The Parties agree to comply with the following principles:

4.1 Use of the Data

The Data can exclusively be used for the purposes of the Project and for the duration of the Project.

Any publication of Data must be authorised by the owner of the Data. Authorship, acknowledgment, and identification of a Data owner shall follow generally accepted principles of good conduct for research.
The Data is to be used for research and analysis purposes in accordance with the Consortium Agreement and for no other purposes. The raw Data in the form provided by the Parties is not to be published in its raw state.

4.2 How the Data will be stored and accessed

The Parties are divided into working groups about specific purposes in accordance with the work packages of the Consortium Agreement. As a consequence, only Parties' Project members that require to access the Data in order to carry out the Project will be granted access to the Data.

Each Party acknowledges to store the Data on a secured and dedicated platform. Downloaded data is to be stored securely and in accordance with clause 10 of the Consortium Agreement.

All Data contributed by another Party will be deleted and shall not be accessed or used by a Party following expiry or termination of the Data Sharing Agreement.

4.3 Security Breaches

If any Party:

- becomes aware of any unauthorised or unlawful processing of any Data or that any Data is lost or destroyed or has become damaged, corrupted or unusable;
- becomes aware of any breach of this article; or
- learns or suspects that any unauthorised third parties have obtained any Data,

that Party shall, at its own expense, promptly notify the General Assembly and the Coordinator and fully co-operate with it to remedy the issue as soon as reasonably practicable.

4.4 The Parties agree to co-operate with the General Assembly's reasonable security investigations.

5 Duration

This Data Sharing Agreement shall commence on the 10/02/2023 and is valid for the duration of the Project. The existence of this Data Sharing Agreement is always subject to the Consortium Agreement remaining in full force and effect. In the event that the Consortium Agreement terminates, this Data Sharing Agreement automatically terminates.

6 Confidentiality

The Parties agree and acknowledge that the Data will be regarded as Confidential Information under the Consortium Agreement and the Confidentiality provisions in section 10 of the Consortium Agreement will apply.

7 Liability

Any breach of this Data Sharing Agreement by a Party shall be deemed to be a breach of the Consortium Agreement and the Parties' liability to each other will be as set out in Section 4 of the Consortium Agreement.The Parties shall have all rights and remedies available to them as stated in the Consortium Agreement.

8 Withdrawal of a Party

If any Party wishes to withdraw from this Data Sharing Agreement, they must follow the procedure set out in the Consortium Agreement.

9 Assumption of a new Party

If any new party requires to become party to this Data Sharing Agreement, this party must follow the procedure set out in the Consortium Agreement.

The Coordinator will, on behalf of the Parties to this Data Sharing Agreement, if directed to do so by the General Assembly, assume such new party as a Party to this Data Sharing Agreement by entering into an accession agreement which requires them to comply with the terms of this Agreement.

10 Execution in Counterpart

This Data Sharing Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. This Data Sharing Agreement may be executed by electronic signature, and delivery of an executed counterpart of a signature page to this Data Sharing Agreement by electronic transmission will be as effective as delivery of a manually executed and delivered counterpart of this Data Sharing Agreement. An electronic copy of this Data Sharing Agreement, executed by the Parties, will be as effective as an executed paper document.

11 Miscellaneous

11.1 If any Party to this Data Sharing Agreement is authorised under the Consortium Agreement to grant a third party access to the Data for the purpose of performing their obligations under the Consortium Agreement, that Party will ensure that any such third party comply with the terms of this Data Sharing Agreement. No other third parties should be granted access to the Data without the General Assembly's prior written agreement and subject always to them signing up to the terms of this Data Sharing Agreement.

11.2 Should any provision of this Data Sharing Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Data Sharing Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision, which fulfils the purpose of the original provision, is to be negotiated.

11.3 No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the consortium. Nothing in this Data Sharing Agreement shall be deemed to constitute

a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.4 Any notice given under this Data Sharing Agreement shall be made in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

11.5 If it is required in this Data Sharing Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery.

11.6 Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

11.7 Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all concerned.

11.8 No rights or obligations of the Parties arising from this Data Sharing Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written approval. Notwithstanding the foregoing, any Party that is authorised under this Data Sharing Agreement and/or the Consortium Agreement must ensure that the relevant subcontractor has sight of and is bound by this Data Sharing Agreement and the Consortium Agreement.

11.9 Amendments and modifications to the text of this Data Sharing Agreement, not explicitly listed in this Data Sharing Agreement, require a separate written agreement to be signed between all Parties.

11.10 Nothing in this Data Sharing Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.11 This Data Sharing Agreement is drawn up in English, which is the language that governs all documents, notices, meetings, arbitral proceedings and processes relative thereto.

11.12 This Data Sharing Agreement is construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.13 The settlement of disputes shall follow the terms of the article 14.8 of the Consortium Agreement.

AS WITNESS: The Parties have caused this Data Sharing Agreement to be duly signed by the undersigned authorised representatives in separate signature pages on the date of the article 5.

Institut français de recherche pour l'exploitation de la mer (Ifremer)
On behalf of its Chief Executive Officer and by delegation
Patrick Vincent
Deputy General Manager
Date:

Centro Tecnológico del Mar, Fundación CETMAR
Paloma Rueda Crespo
Managing Director
Date:

Eigen Vermogen van het Institut voor Landbouw en Visserijonderzoek (EV ILVO)
Joris Relaes
Chairman of the management commission
Date:

Joris Relaes (Signature)

Digitally signed by Joris Relaes (Signature)
Date: 2021.12.15 09:53:56 +01'00'

Co-funded by the European Maritime and Fisheries Fund

Patricia Orme

Marine Institute (MI)
Patricia Orme
Director of Corporate Services
Date: Dec 15, 2021

Wageningen Economic Research, an institute within the legal entity Stichting Wageningen Research (WR)
Prof. J.G.A.J Van der Vorst
Managing Director
Date: 16 December 2021

Institut de Recherche pour le Développement
Florence Morineau
Occitanie regional representative of the IRD
Date: 26/01/2022

Fundación AZTI - AZTI Fundazioa (AZTI)
Dr. Rogelio Pozo
General Manager
Date:

Instituto Português do Mar e da Atmosfera (IPMA)
Jorge Miguel Alberto de Miranda
President of the Board of Directors
Date:

Agencia Estatal Consejo Superior de Investigaciones Científicas M.P. (CSIC)
Dr. Ángeles Gómez Borrego
Vice-president for International Affairs
By Delegation from the President (Resolution published on the Spanish Official Journal dated 28/01/2021)
Date:

Executive agency for fisheries and aquaculture (EAFA)
Assoc. Prof. Galin Yankov Nikolov PhD
Executive Director
Date:

Nisea Società cooperativa (NISEA)
Paolo Accadia
Legal Representative
Date:

Technical University of Denmark (DTU)
Lene Lindebjerg
Head of Administration
Date: 10th February 2023

Lene Lindebjerg

Luonnonvarakeskus (Luke)
Johanna Buchert
President and CEO
Date: 8.12.2021

i.V.

Thuenen Institute
Christoph Bauch
Head of Administration
Date: 07/12/2011

Swedish University of Agricultural Sciences
Noel Holmgren
Head of Department
Date: 21-12-07

SLU
Sveriges lantbruksuniversitet
Swedish University of Agricultural Sciences

Noél Holmgren
Head of department
Department of Aquatic Resources
Swedish University of Agricultural Sciences

Regional Directorate for Fisheries of Azores
Alexandra C.S. Garcia Guerreiro
Regional Director
Date:

Directorate General for Natural Resources, Safety and Maritime Services -DGRM
Isabel Valentim
Head of Statistic Division
Date:

University of Klaipeda
Prof. Dr. Artūras Razbadauskas
Rector
Date:

Kvalifikuotas elektroninis parašas
ARTŪRAS RAZBADAUSKAS
2022-07-04 11:27:48 GMT+3
Paskaitis: Parašas

Institute of Food Safety, Animal Health and Environment
Dr. Aivars Berzins
Director
Date:

Ministry of the Environment (Republic Of Estonia)
Mr. Herki Tuus
Head of the Fishery Resources Department
Date:

Fisheries Service (under Ministry of Agriculture Lithuania)
Tomas Kazlauskas
Director
Date: 2021-12-06

National Marine Fisheries Research Institute (PL)
Dr. Piotr Margoński
Director
Date:

Spanish Ministry of Agriculture, Fisheries and Food

Ms. María del Pilar Vara del Río

Deputy Director-General of Scientific Research and Marine Reserves / Spanish National Correspondent for the DCF

Date:

University of Tartu Estonian Marine Institute (EMI)
Prof. Markus Vetemaa
Director
Date:

Annex 1. Consortium Agreement

CONSORTIUM AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES: FISHN'CO

THIS AGREEMENT IS MADE BETWEEN:

1. **Institut Français de Recherche pour l'Exploitation de la Mer** (IFREMER), whose administrative offices are at 1625 Route de Sainte Anne, Z.I. de la Pointe du Diable, 29280 Plouzané, France, represented by its Chief Executive Officer or his delegate, hereinafter referred to as the "**Ifremer**" or the "**Coordinator**",
2. **Centro tecnológico del Mar - Fundación** (CETMAR)
3. **Eigen Vermogen van het Institut voor Landbouw en Visserijonderzoek** (EV ILVO)
4. **Marine Institute** (MI)
5. **Stitching Wageningen Research** (WR)
6. **Institut de Recherche pour le Développement** (IRD)
7. **Fundacion AZTI - AZTI Fundazioa** (AZTI)
8. **Instituto Português do Mar e da Atmosfera** (IPMA)
9. **Agencia Estatal Consejo Superior de Investigaciones Cientifícas M.P.** (CSIC) (formerly Instituto Español de Oceanografiía (IEO))
10. **Executive agency for fisheries and aquaculture** (EAFA)
11. **Nisea società cooperativa** (NISEA)
12. **Technical University of Denmark** (DTU)
13. **Luonnonvarakeskus** (LUKE)

hereinafter, jointly or individually, referred to as "**Parties**" or "**Party**"

relating to the Action entitled
"Strengthening EU-MAP data collection by developing Regional Work Plans for the Regional Coordination Groups (RCG) NANS&EA, Baltic and Large Pelagics, and Economics Issues
Proposal acronym: Fishn'Co

hereinafter referred to as "**Project**"

WHEREAS:

The Project brings together thirteen institutes (the Parties) from nine Member States and involves various experts, among which several have chairing or leadership mandates in Regional Coordination Groups (RCGs), Regional Coordination Group on Economics (RCGECON) and Inter-Sessional Sub-Groups (ISSG) of RCGs. The project is addressing the needs to develop Regional Work Plans (RWP) as defined in EU Reg[1] 2017/1004 for RCG NANS&EA, RCG Baltic, RCG Large Pelagics and RCGECON. It is entirely devoted to providing added value to the RCG/ISSG and RCGECON and work in complement to them with the specific goal of initiating Regional Work Plans for each of EU-MAP thematic areas. The activities will be organised to propose:

[1] Regulation (EU) 2017/1004 of the European Parliament and of the Council of 17 May 2017 on the establishment of a Union framework for the collection, management and use of data in the fisheries sector and support for scientific advice regarding the common fisheries policy and repealing Council Regulation (EC) No 199/2008 (recast) for Strengthening EU-MAP data collection by developing Regional Work Plans for the Regional Coordination Groups (RCG) NANS&EA, Baltic and Large Pelagics, and Economics Issues.

(i) the structure of Regional Work Plan in line with the new EU-MAP Regulation and STECF template proposal,
(ii) (ii) a mapping of gaps and needs for regional agreements in each of the thematic areas,
(iii) (iii) a set of agreements forming the contents of Regional Work Plans and
(iv) (iv) scenarios of decision making process and implementation procedures, for discussion in RCG sessions of 2021 and 2022. The work in the project will be carried out in transparency and consultation with data collection stakeholders (National Correspondents, RFMOs (Regional Fisheries Management Organisations), RCG, EU Commission, ...) in order to ease the process of adoption of Regional Work Plans for the considered RCGs.

The project duration will encompass two sessions of RCG plenaries and decision making meetings. This means that two versions of Regional Work Plans will be proposed, taking account of lessons learned and feedback received during the time of the project. The final report will summarise the progress made in relation to Regional Work Plan, feedback and consultation synthesis and prospective for future consideration.

The Project is funded under the Implementation of the European Maritime and Fisheries Fund Work Programme 2020 (Action 2.2.2) MARE/2020/08 - Strengthening regional cooperation in the field of data collection.

Ifremer signed with the The Commission's Directorate-General for Maritime Affairs and Fisheries a grant agreement on December 14th 2020 number MARE/2020/08 (hereinafter "**Grant Agreement**").

The Parties signed a data sharing agreement to define the terms of use for the Data.

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement.

Each Party acknowledges that it has not entered into this agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this agreement. Each Party waives any claim for breach of, or any right to rescind this agreement in respect of, any representation that is not an express provision of this agreement. However, this clause does not exclude any liability that any party may have to any other (or any right which any Party may have to rescind this agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Grant Agreement including its annexes.

1.2 Additional Definitions

"Access Rights" means shall mean a royalty-free, fully paid-up, non-exclusive licence to use Pre-existing Rights for the purpose of carrying out the Project and only for the duration of the Consortium Agreement. Neither Party may grant any sub-licence to use the other Parties' Pre-existing Rights.

"Affiliated Entity" means any company controlling, controlled by, or under common control with one of the Parties. "Control" shall mean the direct or indirect possession of 50% or more of the voting rights in ordinary general meeting or the power to otherwise direct the appointment of the general manager and/or directors of any of the Parties. The list of the Affiliated Entities involve in the Project is provided in attachment 4.

"Consortium Agreement" means this agreement and the Grant Agreement and its annexes, especially the Annex II, which are reproduced in attachment 5 of this agreement. This agreement and its attachments constitute the entire agreement between the Parties.

"Consortium Body" means any management body described in the Governance Structure section of this Consortium Agreement.

"Data" means any Data use to implement the Project shall be identified in the Pre-existing Rights in attachment 1 of the Consortium Agreement. These Data are defined in the Data Sharing Agreement.

"Data Sharing Agreement" means the agreement signed by the Parties in order to define the specific terms of sharing of the Data.

"Defaulting Party" means a Party which the General Assembly has identified to be in breach of obligations as specified in the Grant Agreement.

"Funding Authority" means the European Commission's Directorate-General for Maritime Affairs and Fisheries.

"General Conditions" means the Annex II of the Grant Agreement. This Annex II is an entire part of the Consortium Agreement and fully apply to the Parties.

"Intellectual Property" being understood in the meaning defined in the article 2 of the Convention establishing the World Intellectual Property Organisation, signed in Stockholm on 14th July 1967[2].

"Needed" means:
For the implementation of the Project:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the Action assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.

"Publication" means any public communication by any means as an abstract, a paper or a conference.

"Results" means all information, data techniques, statistical scripts, know-how, inventions, process, method, software, discoveries and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Project.

"Severely Affected" means any damage to the reputation of a Party, any breach of a confidentiality's obligation, any disclosure which could prevent any protection by an intellectual property right or by confidentiality.

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[2] Ref : http://www.wipo.int/treaties/en/convention/trtdocs_wo029.html as indicated in the Horizon2020 Annotated Model Grant Agreements Version 1.6.3 20 August 2014

"Subcontractor" means any third party identified in the Attachment 3 to the Consortium Agreement engaged by a Party to carry out any part of that Party's Action.

Section 2: Purpose

The purpose of this Consortium Agreement is to specify with respect to the Project the relationship among the Parties, in particular concerning the organisation of the work between the Parties, the management of the Project and the rights and obligations of the Parties concerning liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

An entity becomes a Party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

A new entity becomes a Party to the Consortium Agreement upon signature of the accession document (Attachment 2) by the new Party and the Coordinator. Such accession shall have effect from the date identified in the accession document.

3.2 Duration and termination

This Consortium Agreement shall have effect retroactively from January, the 1rst 2021 and for twenty-four (24) months.

However, this Consortium Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Consortium Agreement and especially with the article II.17 of the General Conditions.

3.3 Survival of rights and obligations

The provisions relating to Access Rights, Results and confidentiality, for the time period mentioned therein, as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the General Assembly and the leaving Party. This includes the obligation to provide all input, deliverables documents and Result for the period of its participation.

3.4 Covid 19 and necessary adjustments

The Parties acknowledge that this Consortium Agreement is being negotiated and entered during the Covid-19 pandemic. That has caused global disruption with consequence that have not necessarily fully materialised. The Parties are therefore not fully able to predict how the pandemic will influence the Project. Therefore the Parties agree to mitigate and collaborate on any needed measures as much as possible. If circumstances make Action's implementation impossible or excessively difficult, the Parties agree to immediately inform the Coordinator by any means and as soon as possible to allow the Coordinator to inform the Funding Authority.

The Parties shall at a regular basis discuss if any change to the Project is needed, if any parts are not possible to complete, if any work around obstacles are possible. Any modification of the Project's plan shall be accepted by the Funding Authority.

Section 4: Liability of Parties

4.1 General principles

Parties are jointly and severally liable for carrying out the Project and the Action. If a Party fails to implement its part of the Action, the other Parties become responsible for implementing this part (but without increasing the maximum amount of the grant).

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party shall:
(a) inform the Coordinator immediately of any events or circumstances of which the Party is aware, that are likely to affect or delay the implementation of the Action;
(b) inform the Coordinator immediately:
(i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
(iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;
(c) submit in due time to the Coordinator:
(i) the data needed to draw up the reports, financial statements and other documents provided for in the Consortium Agreement;
(ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27 of the General Conditions.
(iii) any other information to be provided to the Funding Authority under the Consortium Agreement, except if the Consortium Agreement requires such information to be submitted directly by the Party.

4.2 Breach

In the event that a responsible Consortium Body identifies a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement (e.g. improper implementation of the Project), the Coordinator or, if the Coordinator is in breach of its obligations, the Party appointed by the General Assembly, will give formal notice to such Party requiring that such breach will be remedied within thirty (30) calendar days from the date of receipt of the written notice by the Party.

In case of breach of any provision of this Consortium Agreement, the Parties shall apply the rules set forth in the article II.17.3.1 "grounds for termination" of the General Conditions.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (including Results and Pre-existing right) supplied by one Party to another under the Project, no warranty or representation of any kind is made,

given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,
- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Attachment 6 of the Consortium Agreement.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Pre-existing right.

5.4 Force Majeure

No Party shall be considered to be in breach of this Consortium Agreement if it is prevented from fulfilling its obligations under the Consortium Agreement by Force Majeure as described in the article II.15 of the General Conditions.

In case of Force Majeure, the rules set forth in the General Conditions shall apply.

Section 6: Governance structure

6.1 General structure

The organisational structure of the Parties under the Consortium Agreement shall comprise the following Consortium Bodies:

- The Coordinator is the legal entity acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.
- The General Assembly as the ultimate decision-making body of the Consortium Agreement that bring together one representative of each Party.
- The Project Steering Committee Project Steering Committee chaired by the Coordinator and constituted by the Work Package leaders (as described in the Annex I of the Grant Agreement) as the supervisory body for the execution of the Project which shall report to and be accountable to the General Assembly.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Party which is a member of a Consortium Body (hereinafter referred to as "Member"):

- should be present or represented at any meeting of such Consortium Body;
- may appoint a substitute or a proxy to attend and vote at any meeting;

and shall participate in a cooperative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The Coordinator shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
General Assembly	every 6 months	At any time upon written request of the Project Steering Committee or 1/3 of the Members of the General Assembly
Project Steering Committee	every 6 months	At any time upon written request of any Member of the Steering CommitteeProject Steering Committee

6.2.2.2 Notice of a meeting

The Coordinator shall give notice in writing of a meeting to each Member of that Consortium Body as soon as possible and no later than the minimum number of days preceding the meeting as indicated below.

	Ordinary meeting	**Extraordinary meeting**
General Assembly	45 calendar days	15 calendar days
Project Steering Committee	14 calendar days	7 calendar days

6.2.2.3 Sending the agenda

The Coordinator shall prepare and send each Member of that Consortium Body a written (original) agenda no later than the minimum number of days preceding the meeting as indicated below.

Gene raAssembly	21 calendar days, 10 calendar days for an extraordinary meeting
Project Steering Committee	7 calendar days , 4 calendar days for extraordinary meetings

6.2.2.4 Adding agenda items:

Any agenda item requiring a decision by the Members of a Consortium Body must be identified as such on the agenda.

Any Member of a Consortium Body may add an item to the original agenda by written notification to all of the other Members of that Consortium Body up to the minimum number of days preceding the meeting as indicated below.

General Assembly	14 calendar days, 7 calendar days for an extraordinary meeting
Project Steering Committee	2 calendar days

6.2.2.5

During a meeting the Members of a Consortium Body – if all present or represented - can unanimously agree to add a new item to the original agenda.

6.2.2.6
Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.2.7
Decisions will only be binding once the relevant part of the minutes has been accepted according to Section 6.2.5.2.

6.2.2.8
Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document, which is then agreed by the defined majority (see Section 6.2.3.4) of all Members of the Consortium Body. Such written document must include the deadline for responses.

The decisions will be binding after the Coordinator sends to all Members of the Consortium Body a written notification of this acceptance.

6.2.3 Voting rules and quorum

6.2.3.1
Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the Consortium Body shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members are present or represented.

6.2.3.2
Each Member of a Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3
A Party which the General Assembly has declared according to Section 4.2 to be a Defaulting Party may not vote.

6.2.3.4
Decisions shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

6.2.4.1
A Member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be Severely Affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2
When the decision is foreseen on the original agenda, a Member may veto such a decision during the meeting only.

6.2.4.3
When a decision has been taken on a new item added to the agenda before or during the meeting, a Member may veto such decision during the meeting and within 10 calendar days after the draft minutes of the meeting are sent.

6.2.4.4
When a decision has been taken without a meeting a Member may veto such decision within 15 calendar days after written notification by the chairperson of the outcome of the vote.

6.2.4.5
In case of exercise of veto, the Members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Members.

6.2.4.6
A Party may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the consortium or the consequences of them.

6.2.4.7
A Party requesting to leave the consortium may not veto decisions relating thereto.

6.2.5 Minutes of meetings

6.2.5.1
The Coordinator Or in its absence the person chairing the meeting shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 20 calendar days of the meeting.

6.2.5.2
The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Coordinator with respect to the accuracy of the draft of the minutes.

6.2.5.3
The Coordinator shall send the accepted minutes to all the Members of the Consortium Body. If requested the Coordinator shall provide authenticated duplicates to Parties.

6.3 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly
In addition to the rules described in Section 6.2, the following rules apply:

6.3.1.1 Members

6.3.1.1.1
The General Assembly shall consist of one representative of each Party (hereinafter "**General Assembly Member**").

6.3.1.1.2
Each General Assembly Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.3.1.2. of this Consortium Agreement.

6.3.1.1.3
The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly by a two-thirds majority.

6.3.1.1.4
The Parties agree to abide by all decisions of the General Assembly. This does not prevent the Parties to submit a dispute to resolution in accordance with the provisions of article 14.8.

6.3.1.2 Decisions
The General Assembly shall be free to act on its own initiative to formulate proposals and take decisions in accordance with the procedures set out herein. In addition, all proposals made by the Project Steering Committee shall also be considered and decided upon by the General Assembly.

The following decisions shall be taken by the General Assembly:

Content, finances and intellectual property rights

- Proposals for changes to Annex 1 of the Grant Agreement to be agreed by the Funding Authority,
- Modifications to Attachment 1 (Pre-existing right included)
- Additions to Attachment 3 (List of Third Parties)
- Additions to Attachment 4 (Identified Affiliated Entities)

Evolution of the consortium

- Entry of a new Party to the Consortium Agreement and approval of the settlement on the conditions of the accession of such a new Party,
- Withdrawal of a Party from the Consortium Agreement and the approval of the settlement on the conditions of the withdrawal,
- Identification of a breach by a Party of its obligations under this Consortium Agreement or the Grant Agreement,
- Declaration of a Party to be a Defaulting Party,
- Remedies to be performed by a Defaulting Party,
- Termination of a Defaulting Party's participation in the consortium and measures relating thereto,
- Proposal to the Funding Authority for a change of the Coordinator,
- Proposal to the Funding Authority for suspension of all or part of the Project,
- Proposal to the Funding Authority for termination of the Project and the Consortium Agreement.

6.3.2 Project Steering Committee
In addition to the rules in Section 6.2, the following rules shall apply:

6.3.2.1 Members
The Project Steering Committee ("EB") shall consist of the Coordinator and the Project work package leaders.

The Coordinator shall chair all meetings of the Project Steering Committee, unless decided otherwise by a majority of two-thirds of the Executive Members.

6.3.2.2 Minutes of meetings

Minutes of Project Steering Committee meetings, once accepted, shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1

The Project Steering Committee shall prepare the meetings, propose decisions and prepare the agenda of the General Assembly according to Section 6.3.1.2.

6.3.2.3.2

The Project Steering Committee shall seek a consensus among the Parties.

6.3.2.3.3

The Project Steering Committee shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4

The Project Steering Committee shall monitor the effective and efficient implementation of the Project.

6.3.2.3.5

In addition, the Project Steering Committee shall collect information at least every 6 months on the progress of the Project, examine that information to assess the compliance of the Project with the Consortium Plan and, if necessary, propose modifications of the Action to the General Assembly.

6.3.2.3.6

The Project Steering Committee shall:

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data, mandatory reports and deliverables,
- prepare the content and timing of press releases and joint publications by the consortium or proposed by the Funding Authority in respect of the procedures of the Grant Agreement.

6.3.2.3.7

In the case of abolished Action as a result of a decision of the General Assembly, the Project Steering Committee shall advise the General Assembly on ways to rearrange Action and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4 Coordinator

The coordinator:

(a) must monitor the implementation of the Action in order to make sure that the Action is implemented in accordance with the terms of the Grant Agreement especially with Annex I of the Grant Agreement;

(b) is the intermediary for all communications between the Parties and the Funding Authority, except if provided otherwise in the Consortium Agreement. In particular, the Coordinator:

(i) must immediately inform the Funding Authority:

- of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
- of any change in the legal, financial, technical, organisational or ownership situation of any of the Parties or of their affiliated entities;
- of any events or circumstances of which the Coordinator is aware, that are likely to affect or delay the implementation of the Action;

- of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the Parties or their affiliated entities.
(ii) is responsible for supplying the Funding Authority with all documents and information required under the Grant Agreement, except if provided otherwise in the Grant Agreement itself. If information is required from the other Parties, the coordinator is responsible for obtaining and verifying this information before passing it on to the Funding Authority;
(c) must make the appropriate arrangements for providing any financial guarantees required under the Grant Agreement;
(d) must draw up the requests for payment in accordance with the Grant Agreement;
(e) if it is designated as the sole recipient of payments on behalf of all of the Parties, it must ensure that all the appropriate payments are made to the other Parties without unjustified delay;
(f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in article II.27 of the General Conditions.

The Coordinator may not subcontract any part of its tasks to the other Parties.

Section 7: Financial provisions

7.1 Payments to be made

Article I.5.1 of the Grant Agreement stipulates that the Funding Authority must make the following payments to the Coordinator:
- one pre-financing payment;
- one interim payment, on the basis of the request for interim payment referred to in article I.4.3 of the General Conditions;
- one payment of the balance, on the basis of the request for payment of the balance referred to in article I.4.4 of the General Conditions.

7.2 General principles

Each Party agrees to undertake their respective duties and obligations as described in the Grant Agreement and in the General Conditions for a pre-agreed fixed grant, as detailed in the overall budget table provided as Attachment 6 to the Consortium Agreement and specified in the individual cover letter issued to each Party with this Consortium Agreement.

This fixed price sum is deemed to be inclusive of all related charges, taxes and fees as applicable under the Parties' national legislations and under the terms of the General Conditions.

Funding shall be disbursed by the Coordinator to the other Parties in line with the provisions of the General Conditions and subject to satisfactory completion of Action. Payments shall be subject to the Funding Authority's acceptance of an interim report in month 12 and the final report in month 24. Final balance will be paid after acceptance of the final report and all deliverables at the end of the Project.

Payments to the Parties shall be made by the Coordinator following receipt of funds from the Funding Authority without undue delay. Funds shall be paid in euros by electronic transfer to the Parties' bank accounts detailed in Attachment 7 of this Consortium Agreement.

All currency fluctuations are the risk of individual Parties and shall have no bearing on the fixed price of funding due to Parties.

Should a Party fail to deliver on its obligations under this Consortium Agreement or the General Conditions of the GA, the Coordinator, in agreement with the Funding Authority reserve the right to withhold, reduce, re-allocate or recover project payments until such issues have been satisfactorily resolved.

7.3 Declaring costs and contributions

Each Party must declare as eligible costs or as a requested contribution in accordance with the provisions of the article II.20 of the General Conditions.

To declare the cost incurred by the Affiliate Entity's Party, the same conditions under articles II.19 and II.20 of the General Conditions are applicable.

Section 8: Pre-existing Rights and ownership and use of the Results

8.1 Ownership of the Pre-existing Rights and Results

8.1.1 Ownership of the Pre-existing Rights

This Consortium Agreement does not affect the ownership of any Pre-existing Rights or any Intellectual Property rights in any technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property rights in them will remain the property of the Party which contributed them to the Project (or its licensors). No licence to use any Intellectual Property rights or any Pre-existing Rights is granted or implied by this Consortium Agreement except the rights expressly set out in this Consortium Agreement.

Pre-existing Rights are described in Annex 1.

8.1.2 Ownership of the Results

Results are owned by the Party that generates them.

When a Result has been created by two or more parties, and the Result cannot be separated in individual Results, then the parties creating it shall have joint ownership to the Result. The joint owners shall be co-owners of the Results up to the amount of their intellectual contributions, but may also take into account financial and material contributions that have been directly used for the Result.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities and educational purposes on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation.

8.2 Rights of use of the Results and of Pre-existing Rights by the Funding Authority

The rights of use of the Result and of Pre-existing Rights by the Funding Authority are rules by the article II.9 of the General Conditions.

8.3 Dissemination of another Party's Pre-existing right

A Party shall not include in any dissemination activity another Party's Pre-existing right without obtaining the owning Party's prior written approval, unless they are already published.

8.4 Cooperation obligations

The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Results or Pre-existing right subject to the confidentiality and publication provisions agreed in this Consortium Agreement.

8.5 Use of names, logos or trademarks

Nothing in this Consortium Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

Section 9: Access Rights

9.1 Pre-existing right included

9.1.1
In Attachment 1, the Parties have identified and agreed on the Pre-existing right for the Project and have also, where relevant, informed each other that Access to specific Pre-existing right is subject to legal restrictions or limits.

Anything not identified in Attachment 1 shall not be the object of Access Right obligations regarding Pre-existing right.

9.1.2
Any Party may add further own Pre-existing right to Attachment 1 during the Project by written notice to the other Parties. However, approval of the General Assembly is needed should a Party wish to modify or withdraw its Pre-existing right in Attachment 1.

9.2 General Principles

9.2.1
Each Party shall implement its Action in accordance with the Project and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

9.2.2
Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.

9.2.3
Access Rights shall be free of any administrative transfer costs.

9.2.4
Access Rights are granted on a non-exclusive basis.

9.2.5
Results and Pre-existing right shall be used only for the purposes for which Access Rights to it have been granted.

9.2.6
All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.7
The requesting Party must show that the Access Rights are Needed.

9.3 Access Rights for implementation

Access Rights to Results and Pre-existing right Needed for the performance of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed for Pre-existing right in Attachment 1.

9.4 Access Rights for exploitation

9.4.1 Access Rights to Results
Access Rights to Results if Needed for exploitation of a Party's own Results shall be granted on a royalty-free basis.
Access Rights to Results for internal research activities shall be granted on a royalty-free basis.

9.4.2
Access Rights to Pre-existing right if Needed for exploitation of a Party's own Results, including for research on behalf of a third party, shall be granted on fair and reasonable conditions.

9.4.3
A request for Access Rights may be made up to twelve months after the end of the Project or, in the case of Section 9.7.2.1.2, after the termination of the requesting Party's participation in the Project.

9.5 Access Rights for Affiliated Entities

Affiliated Entities have Access Rights under the same conditions of the Parties if they are identified in Attachment 4 (Identified Affiliated Entities) to this Consortium Agreement.

9.6 Additional Access Rights

For the avoidance of doubt any grant of Access Rights not covered by the Grant Agreement or this Consortium Agreement shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be agreed between the owning and receiving Parties.

9.7 Access Rights for Parties entering or leaving the consortium

9.7.1 New Parties entering the consortium

As regards Results developed before the accession of the new Party, the new Party will be granted Access Rights on the conditions applying for Access Rights to Pre-existing right.

9.7.2 Parties leaving the Consortium Agreement

9.7.2.1 Access Rights granted to a leaving Party

9.7.2.1.1 Defaulting Party
Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the General Assembly to terminate its participation in the Consortium Agreement.

9.7.2.1.2 Non-defaulting Party
A non-defaulting Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Results developed until the date of the termination of its participation.
It may request Access Rights within the period of time specified in Section 9.4.3.

9.7.2.2 Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Consortium Agreement as if it had remained a Party for the whole duration of the Project.

Section 10: Non-disclosure of information and data protection

10.1
All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is a "**Confidential Information**". **The Data are considered as Confidential Information.**

10.2
The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Grand Agreement, for a period of five (5) years after the end of the Project:
- Not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of

on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3
The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4
The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5
The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6
Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7
If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure
- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 personal data
The Parties shall comply at all times with applicable data protection legislation with regard to the processing of personal data in relation to this Consortium Agreement and with the article II.7.1 of the General Conditions.

The Parties shall (i) only process personal data in accordance with this Consortium Agreement unless required to do so by European Union or Member State law to which the Party is subject,

(ii) ensure that its internal operating systems only permit properly authorised staff to access personal data and that all members of the authorised staff have committed themselves to confidentiality, (iii) provide appropriate training to its staff, and (iv) provide appropriate contractual provisions with its sub-contractors with respect to the correct handling of personal data so as to minimise the risk of security breaches, and the requirements of the applicable data protection legislation.

Section 11: Reporting

Each Party agrees to undertake their respective duties and obligations as described in the Grant Agreement.

The Action is divided into the following reporting periods:
- Interim Reporting period 1: from month 1 to month 12 included,
- Progress reports in month 6,
- Progress reports in month 8,
- Reporting period 2: from month 13 to month 24 included.

The Coordinator will provide a report template for reporting purposes as set forth in the annex V of the Grant Agreement.

The reporting shall be done in English.

The Coordinator takes responsibility for providing the required consolidated annual formal progress reports to the Commission.

Section 12: Subcontracting

In accordance with the article II.11 of the General Conditions, Parties can subcontract tacks forming part of the Action. If they do so, they shall comply with the provisions of the Grant Agreement and especially with the General Conditions.

A Party that enters into a subcontract or otherwise involves third parties in the Project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this Consortium Agreement. The subcontractor shall be subject to confidential obligations equivalent to the section 10 of the Consortium Agreement and the Party shall be the sole owner of any Result which could be obtain by its Subcontractor.

If while implementing the Action, a Party have to give financial support to third Party, the Party must give such financial support in accordance with the specific provisions of the article II.12 of the General Conditions.

Section 13: Communication

The Parties agree to provide all necessary and adequate information to the Coordinator in a timely manner required to meet the obligations in the General Conditions.

All public relations work, presentations and scientific publications relating to the Project must clearly acknowledge funding support from the European Commission as described in article

II.8 of the General Conditions. Guidelines on the appropriate wording and use of logos will be provided by the Coordinator.

Formal press releases, announcements, publications and other significant public communication activities undertaken by a Party in relation to the Project should be notified in advance to the Coordinator.

The Parties shall not use the logos, trademarks or other corporate branding of the other Parties without prior consent.

In respect of any information or materials supplied by a Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials. These information or materials shall not be used for other purposes than the proper performance of the General Conditions, unless otherwise agreed explicitly.

Section 14: Miscellaneous

14.1 Attachments, inconsistencies and severability

This Consortium Agreement consists of this core text and
Attachment 1: Pre-existing right included
Attachment 2: Accession document
Attachment 3: List of Subcontractors and Third party
Attachment 4: Identified Affiliated Entities
Attachment 5: Grant Agreement and the General Conditions (Annex II)
Attachment 6: Partners' budget allocation
Attachment 7: bank account detail

In case the terms of this Consortium Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

14.2 No representation, partnership or agency

Except as otherwise provided in the article 6.4, no Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium Agreement. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

14.3 Notices and other communication

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

Formal notices:

If it is required in this Consortium Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery with receipt acknowledgement or sent electronically with certified electronic signature.

Other communication:
Other communication between the Parties may also be executed by various means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Coordinator. The address list shall be accessible to all Parties.

14.4 Amendments

Any amendments to the Consortium Agreement shall be taken in accordance with the procedure of the article II.13 of the General Conditions.

14.5 Mandatory national law

Nothing in this Consortium Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

14.6 Language

This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

14.7 Applicable law

This Consortium Agreement shall be construed in accordance with and governed by the laws of Belgium.

14.8 Settlement of disputes

The parties shall endeavour to settle their disputes amicably.

WIPO Mediation Followed, in the absence of a settlement.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) calendar days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either Party sent by registered letter with acknowledgement of receipt, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) calendar days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either Party sent by registered letter with acknowledgement of receipt, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties.

The award of the arbitration will be final and binding upon the Parties.

Notwithstanding the foregoing, where IEO is one of the Parties involved in the controversy, dispute or claim, the courts of Brussels shall have exclusive jurisdiction.

Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Section 15: Section Signatures

AS WITNESS:
The Parties have caused this Consortium Agreement on the .....to be duly signed by the undersigned authorised representatives in separate signature pages.

Institut français de recherche pour l'exploitation de la mer (Ifremer)
On behalf of its Chief Executive Officer and by delegation
Laurent COURET
Head of administrative, finance and juridical affairs
Date

LAURENT COURET ID

Signature numérique de LAURENT COURET ID
Date : 2021.06.07 18:00:58 +02'00'

Centro Tecnológico del Mar, Fundación CETMAR

Signature(s)
Name(s) Paloma Rueda Crespo
Title(s) Ms. / Managing Director
Date 13.05.2021

RUEDA CRESPO PALOMA DOLORES - 35259976X

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Eigen Vermogen van het Institut voor Landbouw en Visserijonderzoek (EV ILVO)
Signature(s)
Name(s) : Joris Relaes
Title(s): Chairman of the management commission
Date: 18/05/2021

Joris Relaes (Signature)

Digitally signed by Joris Relaes (Signature)
Date: 2021.05.18 10:14:00 +02'00'

Marine Institute (MI)

Signature(s) Patricia Orme
Name(s) : Patricia Orme
Title(s) : Director of Corporate Services
Date : 10 September 2021

Wageningen Economic Research, an institute within the legal entity Stichting Wageningen Research
Signature(s)
Name(s) Prof. J.G.A.J Van der Vorst
Title(s) Managing Director
Date 25-05-2021

Institut de Recherche pour le Développement (IRD)
Signature(s)
Name(s) : Dr. Valérie VERDIER
Title(s) : CEO
Date : 19/07/2021

Delegated, Ludovic COCOGNE,
Director, International and European Affairs Division

I. R. D.
INSTITUT DE RECHERCHE POUR LE DÉVELOPPEMENT

Fundación AZTI - AZTI Fundazioa (AZTI)
Signature
Name Dr. Rogelio Pozo
Title General Manager
Date 13/05/2021

AZTI MEMBER OF BASQUE RESEARCH & TECHNOLOGY ALLIANCE
T. +34 94 657 40 00 | info@azti.es | www.azti.es
Txarramendi Irla, sin número, Sukarrieta-BIZKAIA (Spain)
Fundación AZTI - AZTI Fundazioa | C.I.F. G-48.939.508

Instituto Português do Mar e da Atmosfera (IPMA)

Signature(s)		Jorge Miguel Alberto de Miranda Assinado de forma digital por Jorge Miguel Alberto de Miranda Dados: 2021.05.12 12:11:00 +01'00'
Name(s)	Jorge Miguel Alberto de Miranda	
Title(s)	President of the Board	
Date		

Agencia Estatal Consejo Superior de Investigaciones Científicas M.P. (CSIC)
Dr. Ángeles Gómez Borrego
Vice-president for International Affairs
By Delegation from the President (Resolution published on the Spanish Official Journal dated 28/01/2021)
Date: 05/07/2021

GOMEZ BORREGO M.ANGELES - DNI 11793044R

Firmado digitalmente por GOMEZ BORREGO M.ANGELES - DNI 11793044R
Fecha: 2021.07.05 16:34:17 +02'00'

Confidential

Executive agency for fisheries and aquaculture (EAFA)
ASSOC. PROF. GALIN NIKOLOV, PhD
Executive Director of
Executive Agency for Fisheries and Aquaculture
Date

Galin
Yankov
Nikolov

Nisea società cooperativa (NISEA)

Signature Firmato digitalmente da: ACCADIA PAOLO
Data: 12/05/2021 13:34:54

Name Paolo Accadia
Title Legal Representative
Date 12/05/2021

Technical University of Denmark (DTU)
Signature(s)
Name(s) Gitte Brandt
Title(s) Head of Administration
Date 18.05.2021

Luonnonvarakeskus (LUKE)
Signature(s)
Name(s) Johanna Buchert
Title(s) President and CEO
Date 12.5.2021

Annex 1: Pre-existing Rights included

PARTY 1

As to Ifremer, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following Pre-existing Right is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Pre-existing Right	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation
Anonymised trip-level landings information	Shall be keep confidential under the terms and conditions of the Data Sharing Agreement.	Shall not be use for any exploitation
sampling of commercial fishing catches	Shall be keep confidential under the terms and conditions of the Data Sharing Agreement.	Shall not be use for any exploitation

This represents the status at the time of signature of this Consortium Agreement.

PARTY 5

As to **Stichting Wageningen Research**, it is agreed between the Parties that, to the best of their knowledge

No data, know-how or information of Stichting Wageningen Research shall be Needed by another Party for implementation of the Project or exploitation of that other Party's Results.

PARTY 7

As to **Fundación AZTI – AZTI Fundazioa**, it is agreed between the Parties that, to the best of their knowledge that the following Pre-existing Right is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Pre-existing Right	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation
Trip-level landings information; Sampling of commercial and recreational fishing catches	Access Rights is only granted to the extend that it is needed for implementation of the MARE/2020/08 – FISHNCO tasks	Acess Right to Background is only granted to the extend that said Background is not subject to terms and conditions in other agreements that may prohibit the desired Access Right or are already property of AZTI

This represents the status at the time of signature of this Consortium Agreement.

PARTY 9

As to CSIC it is agreed between the Parties that, to the best of their knowledge (please choose)

: The following Pre-existing Right is hereby identified and agreed upon for the Project. Specific limitations and/or conditions, shall be as mentioned hereunder:

Describe Pre-existing Right	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for exploitation
Sampling of commercial fishing catches (commercial market sampling and commercial on-board sampling)	Access Rights is only granted to the extend that it is needed for implementation of the MARE/2020/08 – FISHNCO tasks. Shall be keep confidential under the terms and conditions of the Data Sharing Agreement.	Shall not be use for any commercial exploitation
Trip-level landings information, sales notes and/or any other ThirdPart data.	Dissagregated official census data property of Ministry (MAPA). IEO hereby excludes from its obligation to grant Access Rights all Background generated by IEO other than that produced exclusively by the IEO researchers involved in the Project MARE/2020/08 – FISHNCO. Likewise IEO excludes any background of the researchers involved in the Project MARE/2020/08 – FISHNCO if this Background is out of the scope of the work to be conducted by IEO according to the Consortium Plan.	IEO excludes any Background to which IEO due to third parties rights is not able to grant Access Rights to or for which IEO needs to get permission to grant Access Rights.

Annex 2: Accession document

ACCESSION **of a new Party to**

[Acronym of the Project] Consortium Agreement, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

hereby consents to become a Party to the Consortium Agreement identified above and accepts all the rights and obligations of a Party starting [date].

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the consortium has accepted in the meeting held on **[date]** the accession of **[the name of the new Party]** to the consortium starting **[date]**.

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]
Signature(s)
Name(s)
Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]
Signature(s)
Name(s)
Title(s)

Annex 3: List of Third Parties for simplified transfer according to Section 8.3.2.

Participant	Does the participant envisage that part of its work is performed by linked third parties?	Description of third party and affiliate entities and link to the participant	Description of tasks

Annex 4: Identified Affiliated Entities

Participant	Does the participant envisage that part of its work is performed by linked third parties?	Description of third party and affiliate entities and link to the participant	Description of tasks

Annex 5: Grant Agreement and the General Conditions (Annex II)

Annex 6: Partners' budget allocation

Project Party	Total budget per Party (including all costs and subcontracts)
1. Institut de Recherche pour le développement (IFREMER)	160 900,00 €
2. Centro tecnologico del Mar - Fundacion (CETMAR)	111 900,00 €
3. Marine Institut (MI)	55 340,00 €
4. STICHTING Wageingen Research (WR)	36 679,00 €
5. Institut de Recherche pour le Développement (IRD)	15 479,00 €
6. Eigen Vermogen van het Institut voor Landbouw en Visserijonderzoek (EV ILVO)	72 524,00 €
7. Fundacion AZTI - AZTI Fundazioa (AZTI)	34 154,00 €
8. Instituto Portugues do Mar de da Atmosfera IP (IPMA)	42 832,00 €
9. Agencia Estatal Consejo Superior de Investigaciones Cientificas M.P. (CSIC) (formerly Instituto Español de Oceanografiía (IEO))	18 270,00 €
10. Executive agency for fisheries and aquaculture (EAFA)	22 256,00 €
11. Nisea societa cooperativa (NISEA)	42 586,00 €
12. Technical University of denmark (DTU)	43 780,00 €
13. Luonnonvarakeskus(LUKE)	43 559,00 €